

**MORRILL AND ASSOCIATES**  
A PROFESSIONAL CORPORATION  
203 NORTH LASALLE STREET  
15<sup>TH</sup> FLOOR  
CHICAGO, ILLINOIS 60601  
  
TELEPHONE (312) 606-8770  
FACSIMILE (312) 606-2817  
  
[WWW.SMORRILL.COM](http://WWW.SMORRILL.COM)

December 1, 2007

The Honorable Todd Stroger  
President, Cook County Board of Commissioners  
County Building - 5th Floor  
118 N. Clark Street  
Chicago, IL 60602  
*Attn: Matthew B. DeLeon*

Re: Contract for State Lobbying Services

Dear President Stroger:

At the direction of Board Secretary Matthew B. DeLeon, I provide you with the following statements of "duties and responsibilities," "timing and reports," and "payment" for use in formulating the above contract.

**I. DUTIES AND RESPONSIBILITIES**

The Consultant agrees to perform the following work program:

As advisor to the President, the Cook County Board of Commissioners, and the Committee on Legislation and Intergovernmental Relations, Consultant shall perform the following duties, including but not limited to: Legislative monitoring, research analysis and writing of memoranda; advising on matters requiring legislative expertise; analysis and recommendation of legislation and ordinances affecting the County; sitting in meetings, Board Meetings, Committees, etc., when asked to do so; or work on any other matters as directed by the Committee on Legislation and Intergovernmental Relations.

The Consultant and/or the Director of Intergovernmental relations shall periodically forward a tracking report which has a legislative history and status report for each bill being sponsored by the County as well as for all other bills which can reasonably be expected to have an impact on the County. The

Consultant in coordination with the Director of Intergovernmental Relations shall also review the Legislative Information System reports, or other similar reports, as provided for purposes of identifying bills which affect or may affect the county.

The term "County" shall include all offices and agencies which are a part of Cook County or Forest Preserve District, government and operations thereof.

**II. TIMING AND REPORTS**

The Service covered by this Agreement shall be during the county 2008 fiscal year. Periodic reports shall be made of individual tasks.

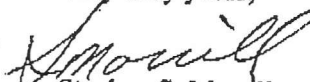
**III. PAYMENT**

Payment for the services rendered by Consultant under this Agreement will be as follows:

- (a) Contractor shall be compensated in the amount of \$65,000.00, covering the period from December 1, 2007 through November 30, 2008.
- (b) Contractor shall provide an invoice in accordance with the above.

I hope the foregoing is sufficient for your purposes. Please feel free to call should you require anything further.

Very truly yours,

  
Stephen S. Morrill



**OFFICE OF THE PURCHASING AGENT  
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018  
CHICAGO, ILLINOIS 60602-1375  
(312) 603-5370

THIS PURCHASE ORDER NUMBER  
MUST APPEAR ON ALL PACKAGES,  
INVOICES, SHIPPING PAPERS AND  
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO  
94189

Stephen S Morrill  
203 N La Salle-15th Fl  
Chicago IL 60601

DATE  
6/3/2009  
F.O.B. POINT

PURCHASE ORDER NO.  
**167540 - 000- OP**  
REQUISITION NO.  
00084902 OC

COOK COUNTY FEIN: 36-6006541  
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04  
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

**SHIP TO** Cook Cty Sec to Board of Commissioners  
118 N Clark St  
Room 567  
Chicago IL 60602

**DELIVERY INSTRUCTIONS**

Secretary To The Bd M. DeLeon Paula  
R. Henley 312/603-6398

DEPT NO

0181440

Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	Cook County Lobbyist LOBBYING SERVICES AS PER CONTRAC 09-41-122 AUTHORIZED BY COUNTY BOARD 02/18/2009 CONTRACT PERIOD 02/01/2009 THROUGH 12/31/2009 REQ 90180021	.00 LO	.0000	65,000.00	0181440.520835
***** Total Order *****				65,000.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

**RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)**

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

**PURCHASING AGENT**

Date: \_\_\_\_\_

*Paula DeLeon* 6-5-09



**OFFICE OF THE PURCHASING AGENT  
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018  
CHICAGO, ILLINOIS 60602-1375  
(312) 603-5370

PURCHASE ORDERED ISSUED TO  
94189

Stephen S Morrill  
203 N La Salle-15th Fl  
Chicago IL 60601

DATE  
12/8/2008  
F.O.B. POINT

PURCHASE ORDER NO.  
**165039 - 000- OP**  
REQUISITION NO.  
00082486 OC

COOK COUNTY FEIN: 36-6006541  
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04  
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

**SHIP TO** Cook Cty Sec to Board of Commissioners  
118 N Clark St  
Room 567  
Chicago IL 60602

**DELIVERY INSTRUCTIONS**

Secretary To The Bd M. DeLeon Paula  
R. Henley 312-603-6398

DEPT NO

0181440

Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	FOR PAYMENT ONLY PROFESSIONAL SERVICES PROFESSIONAL SERVICES AS A COUNTY LOBBYIST FOR ILLINOIS LEGISLATIVE REPRESENTATION RESEARCH AND CONSULTING SERVICES RENDERED DURING COUNTY FISCAL YEAR 2008, FROM DECEMBER 1, 2007 THROUGH NOVEMBER 30, 2008 AUTHORIZED BY THE COUNTY BOARD ON 11-19-08 F.E.I.N. # 36 4003011 REQUISITION# 80180087	1.00 EA	65,000.0000	65,000.00	0181440.520835
		*****	Total Order	*****	65,000.00

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

**RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)**

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I hereby certify that this purchase is in agreement with the requisition  
on file authorizing the expenditure and is properly approved.

**PURCHASING AGENT**

Date: \_\_\_\_\_

*Constance Kelly* 12-15-08

COMMISSIONERS

EARLEAN COLLINS	1st DISTRICT
ROBERT STEELE	2nd DISTRICT
JERRY BUTLER	3rd DISTRICT
WILLIAM M. BEAVERS	4th DISTRICT
DEBORAH SIMS	5th DISTRICT
JOAN PATRICIA MURPHY	6th DISTRICT
JOSEPH MARIO MORENO	7th DISTRICT
ROBERTO MALDONADO	8th DISTRICT



COMMISSIONERS

PETER N. SILVESTRI	9TH DISTRICT
MIKE QUIGLEY	10TH DISTRICT
JOHN P. DALEY	11TH DISTRICT
FORREST CLAYPOOL	12TH DISTRICT
LARRY SUFFREDIN	13TH DISTRICT
GREGG GOSLIN	14TH DISTRICT
TIMOTHY O. SCHNEIDER	15TH DISTRICT
ANTHONY J. PERAICA	16TH DISTRICT
ELIZABETH "LIZ" DOODY GORMAN	17TH DISTRICT

OFFICE OF THE  
**BOARD OF COMMISSIONERS OF COOK COUNTY, ILLINOIS**

118 NORTH CLARK STREET #567  
CHICAGO 60602  
(312) 603-6398

TODD H. STROGER  
PRESIDENT

MATTHEW B. DELEON  
SECRETARY TO THE BOARD

*M. B. DeLeon #5*

November 13, 2008

The Honorable Todd H. Stroger and  
Members of the Cook County Board of Commissioners  
118 N. Clark Street  
Chicago, Illinois 60602

Dear President Stroger and Commissioners:

Requesting approval of payment in the amount of \$65,000.00 to Stephen S. Morrill,  
Chicago, Illinois, for professional services as a County Lobbyist.

Reason: Mr. Morill conducted contractual lobbying services for the 2008 Spring and Fall  
Veto Session of the 95<sup>th</sup> Illinois General Assembly.

Estimated Fiscal Impact: \$65,000.00 (018-260 Account)

Sincerely,

Matthew B. DeLeon  
Secretary to the Board

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

NOV 19 2008



Printed on Recycled Paper

COM \_\_\_\_\_

## Purchase Requisition

Office of the Purchasing Agent

Cook County of Illinois

Purchase Order Number

165039

Requisition # OC 82486 Contract #

Ship To: 465983 Cook City Sec To The Board Of C  
118 N Clark St  
Room 567  
Chicago IL 60602

Delivery Instructions:  
Secretary To The Bd M. DeLeon  
Paula R. Henley 312-603-6398  
Chicago IL 60601

Supplier: 94189  
Morrill, Stephen S  
203 N La Salle-15th Fl  
Chicago IL 60601

Buyer Number 299999 TEAM LEAD MAILBOX  
Bid/Sole Src Code SSV  
Business Unit 0181440  
Internal Req Number Requisition #0180087  
Board Apr Date & Item 11/20/2008  
Requisition Date 11/20/2008  
Date Needed

One Time Purchase Yes No Covers Need for months, Specific Period of time thru Prior Contract No. Expiration Date Emergency No.

Line # Commodity Description

Bal. on Hand

Quantity UOM

Est. Unit Cost

Extended Cost

Business Unit and Object Account

1.000 962

Professional Services.

1.00 EA

65,000.0000

65,000.00

0181440.520835

REQUISITION# 80180087

PAYMENT ONLY - AUTHORIZED BY County Board 11-19-08

Professional services as a County Lobbyist

For Illinois legislative representation research

and consulting Services rendered during county

fiscal year 2008, from December 1, 2007 through

November 30, 2008

F.E.I.N. # 36 4003011

Total of Items Ordered 65,000.00

ON BUDGET HOLD

Name:

Date:

12-8-08

Removed BH:

Please return these documents to The Office of the Purchasing Agent

RECEIVED  
COMPTROLLER

08 DEC -9 AM 11:19

## CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

ACCT #

DATE BY

REQUISITIONER

BUREAU or DEPARTMENT HEAD

## Purchase Requisition

Office of the Purchasing Agent

Cook County of Illinois

Purchase Order Number

167340

Requisition # OC 84902 Contract # 09-41-122

Open Date

Ship To:

Cook Cty Sec To The Board Of C  
118 N Clark St  
Room 567  
Chicago IL 60602

Delivery Instructions:

Secretary To The Bd M. DeLeon  
Paula R. Henley 312/603-6398

Supplier: 94189

Morrill, Stephen S  
203 N La Salle-15th Fl  
Chicago IL 60601

Buyer Number 299999 TEAM LEAD MAILBOX

Bid/Sole Src Code SSV

Business Unit 0181440

Internal Req Number Requisition# 90180021

Board App Date &amp; Item

Requisition Date 3/31/2009

Date Needed 3/31/2009

One Time Purchase Yes No Covers Need for months. Specific Period of time thru

Prior Contract No.

Expiration Date

Emergency Business Unit and Object Account

Line # Commodity Description

Bal. on Hand

Quantity UOM

Est. Unit Cost

Extended Cost

1,000 962

Cook County Lobbyist

County lobby

&lt;

&gt;

LO

.0000

65,000.00

0181440.520835

DUTIES AND RESPONSIBILITIES

The Consultant agrees to perform the following work program:

As advisor to the President, the Cook County Board of

Commissioners, and the Committee on Legislation and

Intergovernmental Relations, Consultant shall perform

the Following duties, including but not limited to: Legislative

monitoring, research analysis and writing of memoranda, advising

on matters requiring legislative expertise; analysis and

recommendation

of legislation and ordinances affecting the County; sitting in

meetings, Board

Meetings, Committees, etc; when asked to do so; or work on any other

matters as directed by the Committee on Legislation and

Intergovernmental Relations.

See Attached Proposal Dated March 25, 2009

Serve for a period of eleven (11) months

beginning February 1, 2009 through December 31, 2009

APPROVED BY BOARD OF Cook County Commissioners March 4, 2009

REQUISITION# 90180021

F.E.I.N.# 36 4003011

## CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account &amp; activity numbers indicated above accurately reflect the specific item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

REQUISITIONER

BUREAU or DEPARTMENT HEAD

ON BUDGET HOLD

Name:

Date:

Removed BH:

Please return these documents to the Office of the Purchasing Agent

SOLE SOURCE

DATE TO BUYER/SPEC ENG: 4-9-09

DATE RETURNED 4-30-09

TO SUPERVISOR

(SIB RETURNED FOR SIGN OFF BY THIS DATE)

09 APR -2 PM 4: 35

RECEIVED  
OFFICE OF THE  
PURCHASING AGENTRECEIVED  
COMPTROLLER  
09 JUN -4 PM 12: 44

Total of Items Ordered

65,000.00

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

DATE

BY

**REPORT OF THE COMMITTEE ON LEGISLATION, INTERGOVERNMENTAL  
& VETERANS RELATIONS**

February 18, 2009

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

The Honorable,  
The Board of Commissioners of Cook County

FEB 18 2009

**ATTENDANCE**

**COM** \_\_\_\_\_

**Present:** Chairman Suffredin, Vice Chairman Silvestri, Commissioners Beavers, Butler, Claypool, Collins, Daley, Gorman, Goslin, Maldonado, Murphy, Peraica, Quigley, Schneider, Sims, Steele and Suffredin(16)

**Absent:** Commissioner Moreno (1)

**Also Present:** Gregory M. Gill, Venable, LLP; Stephen S. Morrill, Morrill & Associates; Mr. Venable, Venable, LLP; Susan J. White, Susan J. White & Associates, Inc.; Frank M. Zuccarelli

Ladies and Gentlemen:

Your Committee on Legislation, Intergovernmental & Veterans Relations of the Board of Commissioners of Cook County met pursuant to notice on Wednesday, February 18, 2009 at the hour of 9:30 A.M. in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

Your Committee has considered the following items and, upon adoption of this report, the recommendations are as follows:

298630 COOK COUNTY BOARD OF COMMISSIONERS, by Todd H. Stroger, President, transmitting a Communication, dated January 29, 2009:

requesting authorization for the Purchasing Agent to enter into a contract with **STEPHEN S. MORRILL, MORRILL & ASSOCIATES, P.C.**, whose name I am submitting for consideration as a county lobbyist. Mr. Morrill will serve for a period of eleven (11) months beginning February 1, 2009 through December 31, 2009 in the amount of \$65,000.00.

Estimated Fiscal Impact: \$65,000.00. Contract period: February 1, 2009 through December 31, 2009. (018-260 Account).

Approval of this item would commit Fiscal Year 2009 funds.

**\*Referred to the Committee on Legislation, Intergovernmental and Veterans Relations on February 4, 2009.**

Commissioner Butler, seconded by Commissioner Murphy, moved the approval of Communication No. 298630.

CONTRACT FOR SERVICE

DOCUMENT NO. 09-41-122



RECEIVED  
OFFICE OF THE  
PURCHASING AGENT

09 MAY -4 PM 12:46

LOBBYING SERVICES

FOR

THE COOK COUNTY BOARD OF COMMISSIONERS

WITH: STEPHEN S. MORRILL

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUN 02 2009

COM \_\_\_\_\_

BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TODD H. STROGER, PRESIDENT

ISSUED BY THE OFFICE OF THE PURCHASING AGENT

030409

REQ# 90180021

0402

4-14-09

CONTRACT FOR SERVICE  
PART I  
AGREEMENT

This CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and STEPHEN S. MORRILL, hereinafter the "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 4th day of March, 2009, as evidenced by the Board authorization letter attached hereto as EXHIBIT "A."

WHEREAS, the County is responsible for procuring services for the COOK COUNTY BOARD OF COMMISSIONERS hereinafter the "Using Department";

WHEREAS, the Using Department requires the following service; LOBBYING SERVICES;

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Work Program" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. WORK PROGRAM

The Contractor agrees to perform the following services:

AS SET FORTH IN EXHIBIT "B"

II. CONTRACT PERIOD

This contract shall be in effect for eleven (11) months after proper execution of the Contract by the County.

III. PAYMENT

All charges shall not exceed the amount of \$65,000.00 and shall be paid in accordance with Exhibit A. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, Contract for Service and is incorporated herein by this reference. Contractor's attention is specially directed to GC-02, Subcontracting or Assignment of Contract Funds.

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT "B"

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflicts with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

VI LOBBYIST PROVISION

In addition to the services provided directly to the Using Department, Contractor shall coordinate all legislative initiatives pursued on behalf of the Using Department with the legislative liaisons representing the Board of Cook County Commissioners. Contractor further agrees to attend scheduled public meetings of the Board of Commissioners' Committee on Legislation and Intergovernmental Relations and to advise the Committee Chairperson, including members of the Board of Commissioners at such meetings, as to proposed legislation which may adversely or favorably affect the operations or responsibilities of the Using Department.

GENERAL CONDITIONS  
SUPPLY/SERVICE  
SOLE SOURCE

CONTENTS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS	3
GC-02 PERSONNEL	3
GC-03 INSURANCE	4
GC-04 INSPECTION AND RESPONSIBILITY	4
GC-05 INDEMNIFICATION	4
GC-06 PAYMENT	4
GC-07 PREPAID FEES	5
GC-08 TAXES	5
GC-09 PRICE REDUCTION	5
GC-10 CONTRACTOR CREDITS	5
GC-11 DISPUTES	5
GC-12 DEFAULT	6
GC-13 COUNTY REMEDIES	6
GC-14 CONTRACTOR REMEDIES	6
GC-15 DELAYS	6
GC-16 MODIFICATIONS AND AMENDMENTS	7
GC-17 PATENTS, COPYRIGHTS AND LICENSES	7
GC-18 COMPLIANCE WITH THE LAWS	8
GC-19 MINORITY AND WOMEN BUSINESS INTERPRISE	8/9
GC-20 MATERIAL DATA SAFETY SHEET	9
GC-21 CONDUCT OF THE CONTRACTOR	10
GC-22 ACCIDENT REPORTS	10
GC-23 USE OF THE COUNTY PREMISES	10

GC-24	TERMINATION OF CONVENIENCE AND SUSPENSION OF CONTRACT	10
GC-25	GENERAL NOTICE	11
GC-26	GUARANTEES AND WARRANTIES	11
GC-27	STANDARD OF DELIVERABLES	11
GC-28	DELIVERY	12
GC-29	QUANTITIES	12
GC-30	CONTRACT INTERPRETATION	12
GC-31	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS	13
GC-32	AUDIT; EXAMINATION OF RECORDS	13/14
GC-33	GOVERNING LAW	14
GC-34	WAIVER	14
GC-35	ENTIRE CONTRACT	14
GC-36	FORCE MAJEURE OR UNAVOIDABLE DELAYS	14
GC-37	INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES	15
GC-38	COOPERATION WITH INSPECTOR GENERAL	15

## GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

## GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

### **GC-03 INSURANCE**

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contract shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

### **GC-04 INSPECTION AND RESPONSIBILITY**

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

### **GC-05 INDEMNIFICATION**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

### **GC-06 PAYMENT**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

#### **GC-07 PREPAID FEES**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

#### **GC-08 TAXES**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

#### **GC-09 PRICE REDUCTION**

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

#### **GC-10 CONTRACTOR CREDITS**

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

#### **GC-11 DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

#### GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

#### GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

#### GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

#### GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

#### **GC-16 MODIFICATIONS AND AMENDMENTS**

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

#### **GC-17 PATENTS, COPYRIGHTS AND LICENSES**

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

## GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

## GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

### COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 – 34-285

#### I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.
- B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.
- C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

#### II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

#### GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

#### GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

#### GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

#### GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

#### GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

##### TO THE COUNTY:

COOK COUNTY PURCHASING AGENT  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602  
Include County Contract Number in all notices)

##### TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

#### GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

#### GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

### **GC-28 DELIVERY**

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

### **GC-29 QUANTITIES**

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

### **GC-30 CONTRACT INTERPRETATION**

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

### GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

### GC-32 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

### GC-32 AUDIT; EXAMINATION OF RECORDS (CON'T.)

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

### GC-33 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

### GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

### GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

### GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

#### GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

#### GC-38 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION

CONTRACT NO. 09-41-122

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 09-41-122 for LOBBYING SERVICES, for the COOK COUNTY BOARD OF COMMISSIONERS, as prepared by Cook County, and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	1	LOBBYING SERVICES, AS PER EXHIBIT "B" HEREIN.
			<u>\$65,000.00/JOB</u>
			<u>\$65,000.00/TOTAL</u>

GRAND TOTAL  
NOT TO EXCEED: \$65,000.00

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD: FEBRUARY1, 2009 THROUGH DECEMBER 31, 2009

CONTRACT 09-41-122

EXHIBIT "A"

**REPORT OF THE COMMITTEE ON LEGISLATION,  
INTERGOVERNMENTAL & VETERANS RELATIONS**

February 18, 2009

The Honorable,  
The Board of Commissioners of Cook County

**ATTENDANCE**

Present: Chairman Suffredin, Vice Chairman Silvestri, Commissioners Beavers, Butler, Claypool, Collins, Daley, Gorman, Goslin, Maldonado, Murphy, Peraica, Quigley, Schneider, Sims and Steele (16)

Absent: Commissioner Moreno (1)

Also Present: Stephen S. Morrill – Morrill & Associates; Gregory M. Gill – Partner, Venable, LLP; Karl A. Racine – Managing Partner, Venable, LLP; Susan J. White – Susan J. White & Associates, Inc.; and Frank M. Zuccarelli

Ladies and Gentlemen:

Your Committee on Legislation, Intergovernmental & Veterans Relations of the Board of Commissioners of Cook County met pursuant to notice on Wednesday, February 18, 2009 at the hour of 9:30 A.M. in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

Your Committee has considered the following items and, upon adoption of this report, the recommendations are as follows:

298630 COOK COUNTY BOARD OF COMMISSIONERS, by Todd H. Stroger, President, transmitting a Communication, dated January 29, 2009:

requesting authorization for the Purchasing Agent to enter into a contract with **STEPHEN S. MORRILL, MORRILL & ASSOCIATES, P.C.**, whose name I am submitting for consideration as a county lobbyist. Mr. Morrill will serve for a period of eleven (11) months beginning February 1, 2009 through December 31, 2009 in the amount of \$65,000.00.

Estimated Fiscal Impact: \$65,000.00. Contract period: February 1, 2009 through December 31, 2009. (018-260 Account).

Approval of this item would commit Fiscal Year 2009 funds.

**\*Referred to the Committee on Legislation, Intergovernmental & Veterans Relations on 02/04/09.**

**Commissioner Butler, seconded by Commissioner Murphy, moved the approval of Communication No. 298630.**

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

MAR 04 2009

COM \_\_\_\_\_

CONTRACT 09-41-122

EXHIBIT "B"

**MORRILL AND ASSOCIATES**

A PROFESSIONAL CORPORATION

203 NORTH LASALLE STREET

15<sup>TH</sup> FLOOR

CHICAGO, ILLINOIS 60601

TELEPHONE (312) 606-8770

FACSIMILE (312) 606-2817

WWW.SMORRILL.COM

March 25, 2009

The Honorable Todd Stroger  
President, Cook County Board of Commissioners  
County Building - 5th Floor  
118 N. Clark Street  
Chicago, IL 60602  
*Attn: Matthew B. DeLeon*

Re: Contract for State Lobbying Services

Dear President Stroger:

At the direction of Board Secretary Matthew B. DeLeon, I provide you with the following statements of "duties and responsibilities," "timing and reports," and "payment" for use in formulating the above contract.

**I. DUTIES AND RESPONSIBILITIES**

The Consultant agrees to perform the following work program:

As advisor to the President, the Cook County Board of Commissioners, and the Committee on Legislation and Intergovernmental Relations, Consultant shall perform the following duties, including but not limited to: Legislative monitoring, research analysis and writing of memoranda; advising on matters requiring legislative expertise; analysis and recommendation of legislation and ordinances affecting the County; sitting in meetings, Board Meetings, Committees, etc., when asked to do so; or work on any other matters as directed by the Committee on Legislation and Intergovernmental Relations.

The Consultant shall periodically forward a tracking report which has a legislative history and status report for each bill being sponsored by the County as well as for all other bills which can reasonably be expected to have an impact on the County. The Consultant shall also review the Legislative Information System reports, or

other similar reports, as provided for purposes of identifying bills which affect or may affect the county.

The term "County" shall include all offices and agencies which are a part of Cook County or Forest Preserve District, government and operations thereof.

## **II. TIMING AND REPORTS**

The Service covered by this Agreement shall be during the county 2009 fiscal year. Periodic reports shall be made of individual tasks.

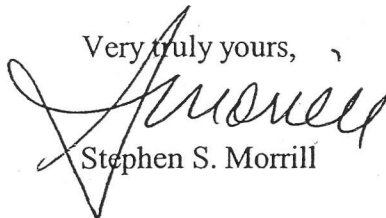
## **III. PAYMENT**

Payment for the services rendered by Consultant under this Agreement will be as follows:

- (a) Contractor shall be compensated in the amount of \$65,000.00, covering the period from December 1, 2008 through November 30, 2009.
- (b) Contractor shall provide an invoice in accordance with the above.

I hope the foregoing is sufficient for your purposes. Please feel free to call should you require anything further.

Very truly yours, ,

A handwritten signature in black ink, appearing to read "S. Morrill", is written over the typed name "Stephen S. Morrill". The signature is stylized with a large, sweeping initial "S".

Stephen S. Morrill